



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40 September 13, 2016

September 13, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

LORI GLASGOW  
EXECUTIVE OFFICER

**WATERSHED CONSERVATION AUTHORITY  
FISCAL YEAR 2016-17 ANNUAL BUDGET  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Approve the Watershed Conservation Authority's annual budget for Fiscal Year 2016-17 to continue the development and implementation of multiuse projects to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation, and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to contribute \$25,500 to the Watershed Conservation Authority.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Approve the Fiscal Year 2016-17 Budget for the Watershed Conservation Authority.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to contribute \$25,500 to the Watershed Conservation Authority.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Watershed Conservation Authority (WCA) is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD). The Joint Exercise of Powers Agreement (Enclosure A) creating the WCA requires the WCA to adopt an annual budget and submit it to the governing boards of the LACFCD and RMC for approval, and prohibits the WCA from disbursing any funds except pursuant to a budget that has been approved by the LACFCD and RMC. The Joint Exercise of Powers Agreement also provides for the LACFCD and RMC to each make annual contributions to the WCA, not to exceed \$25,500 for the LACFCD and not to exceed \$35,500 for the RMC.

The purpose of the recommended actions is to approve the WCA's annual budget for Fiscal Year 2016-17 (Enclosure B) and approve a contribution by the LACFCD to the WCA for Fiscal Year 2016-17 in the amount of \$25,500. The Board's approval will allow the WCA to commence receipt and disbursements of funds in conformance with the adopted budget.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) by collaborating cross jurisdictionally and developing partnerships to effectively manage and leverage our resources.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed projects and other expenditures identified in the enclosed budget will be funded by rental income from leases of WCA property and various grants awarded to the WCA in addition to the LACFCD and RMC contributions. Approval of the budget will enable the WCA to commence and continue implementing projects of mutual interest to the LACFCD and RMC.

The Joint Exercise of Powers Agreement previously approved between the LACFCD and RMC as described in more detail below, provides for both parties to make contributions to the WCA. The value of the LACFCD's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover the costs of mailing notices and other required expenditures. Sufficient funds to cover the LACFCD's contribution are included in the LACFCD Fiscal Year 2016-17 Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 1, 2003, Synopsis 34, the Board approved a Joint Exercise of Powers Agreement between the LACFCD and RMC to create the WCA. Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act, Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watershed that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

The Joint Exercise of Powers Agreement entered into by the LACFCD and the RMC contains several terms and conditions regarding fiscal controls over expenditures of public funds. The WCA is required to adopt an annual budget in a form approved by the LACFCD and RMC. The WCA may

The Honorable Board of Supervisors

9/13/2016

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only disburse funds pursuant to a budget that has been adopted by the WCA and approved by the Board and the governing board of the RMC.

The WCA budget for Fiscal Year 2016-17 has been adopted by the governing board of the WCA and approved by the governing board of the RMC. Copies of the WCA and RMC Resolutions are included in Enclosure B (Resolution Nos. 2016-28 and 2016-14, respectively).

### **ENVIRONMENTAL DOCUMENTATION**

The approval of the WCA's annual budget is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action is a fiscal activity that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The project will not have an impact on County services or projects currently planned. The LACFCD will gain benefit from this action through the sustained operation of the WCA and the continued partnership with the RMC in developing projects of mutual interest.

### **CONCLUSION**

Please return an adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER

Director

GF:ARG:sw

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

Enclosure A



JAMES A. NOYES, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

900 SOUTH FREMONT AVENUE  
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IN REPLY PLEASE  
REFER TO FILE WIV1-6

March 6, 2003

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

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APR 01 2003

VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER<sup>S</sup>

Dear Supervisors:

**WATER CONSERVATION AUTHORITY JOINT  
EXERCISE OF POWERS AGREEMENT  
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5 3  
VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and sign the enclosed Water Conservation Authority Joint Exercise of Powers Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) proposes to enter into a Joint Powers Agreement with the Los Angeles County Flood Control District to create a new Joint Powers Authority (JPA) to pursue projects of mutual interest.

The JPA will facilitate development and implementation of a more comprehensive program to improve open space and recreational opportunities for conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers watershed area consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The JPA would also contemplate acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes. This program is consistent with the RMC's San Gabriel and Los Angeles Rivers Watershed and Open Space Plan approved by your Board on May 14, 2002. This program will also

## Enclosure A

The Honorable Board of Supervisors  
March 6, 2003  
Page 2

facilitate the RMC's funding of projects identified in the Los Angeles and San Gabriel Rivers Master Plans. This collaborative effort should foster partnerships needed to more efficiently manage the maintenance, security, and liability aspects associated with implementing these projects.

It is proposed that the governing board of the JPA consist of four members from the RMC Board and four members of the Board of Supervisors or their designees from Supervisorial Districts 1, 2, 4, and 5. The Director of Public Works would serve as a nonvoting ex-officio member of the governing board. It is anticipated that the governing board will be filled immediately after the JPA is approved by your Board.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

### **FISCAL IMPACT/FINANCING**

This program will facilitate the RMC's ability to award State dollars to fund projects of mutual interests.

The agreement provides for both parties to make monetary contributions to the JPA. The District's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover costs of mailing notices and other required expenditures. The agreement also provides for the mutual exchange of services by the parties without payment of any consideration other than those services provided by the other party. The funds will come from the Flood Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement is authorized pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq.)

### **ENVIRONMENTAL DOCUMENTATION**

Approving the Joint Powers Agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Joint Powers Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines].

Enclosure A

The Honorable Board of Supervisors  
March 6, 2003  
Page 3

Approving this Joint Powers Agreement will have no environmental impact. Any project that may be proposed under the JPA and pursued for construction or implementation will undergo the appropriate environmental review.

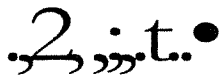
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Joint Powers Agreement would not have a significant negative impact on the current level of services provided by the District or by the County of Los Angeles.

**CONCLUSION**

Please return three approved copies of the Joint Powers Agreement and three copies of this letter to Public Works.


Respectfully submitted,

—  


JAMES A. NOYES  
Director of Public Works

TSS:sv  
RWVMPUB \SGR Watershed \HOA 167220\_1brdltr.wpd

Enc.

 cc: Chief Administrative Office  
County Counsel (Yanai)  
Department of Regional Planning  
Department of Parks and Recreation  
Rivers and Mountains Conservancy

bc: Watershed Management (Schales)

**WATERSHED CONSERVATION AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**PREAMBLE**

*Whereas*, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and

*Whereas*, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

*Whereas*, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

*Therefore*, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

**1. PURPOSE**

1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation,

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

## Enclosure A

### WCA Joint Exercise Powers at Agreement

#### Enclosure A

## 2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3 The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

## 3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3



Enclosure A

WCA Joint Exercise Powers of Agreement  
Enclosure A

(commencing with Section 33200) of Division 23.

- (e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

6. MEETINGS

6.0. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

## Enclosure A

### WCA Joint Exercise Powers of Agreement Enclosure A

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

## 8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

## 9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

## 10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

- (a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.

## Enclosure A

### WCA Joint Exercise Powers of Agreement

#### Enclosure A

- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

## 11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

## 12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

## Enclosure A

### WCA Joint Exercise Powers of Agreement Enclosure A

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

## 13. DISPOSITION OF PROPERTY AND FUNDS

13.0. Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

## 14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (1) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1. Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

## 15. NON LIABILITY OF PARTIES

15.0. Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

## Enclosure A

### WCA Joint Exercise Powers of Agreement Enclosure A

15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

## 16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

## 17. NON\_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

## 18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

## 19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

Enclosure B

WCA Joint Exercise Powers or Agreement  
Enclosure A

20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the  
(P<sup>th</sup>) day of April, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles  
Rivers and Mountains Conservancy

By: \_\_\_\_\_  
Chairperson

Los Angeles County Flood Control District

By: 9 / c ) N A A

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: *Yvonne Brathwaite Burke*  
Chairperson

Date: APR 24 2003

ATTEST:  
Violet Varona-Lukens  
Executive Officer-Clerk of  
The Board of Supervisors

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By: tat IL:19404N

DEPUTY

By: \_\_\_\_\_



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF

34

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VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

# Enclosure B

## Enclosure B

### WATERSHED CONSERVATION AUTHORITY CONSOLIDATED BUDGET FISCAL YEAR 2016-2017

	Budget FYE 2016	Forecasted FYE 2016	Budget FYE 2017	\$ Change Budget '16 vs. Budget '17
<b>General Administrative &amp; Operating Revenue</b>				
JPA Contributions	35,500	35,500	35,500	0
Lease Revenue	244,380	307,480	231,843	(12,537)
Property Management Contribution	10,000	10,000	20,000	10,000
Fees-Citation	7,500	8,643	15,500	8,000
Fees- Filming	1,500	4,980	1,500	0
Other Miscellaneous Revenue	2,000	2,079	2,720	720
<b>Subtotal-General Administrative &amp; Operating</b>	<b>300,880</b>	<b>369,482</b>	<b>307,063</b>	<b>6,183</b>
<b>Grants and Special Projects Revenue</b>				
Grant-Rivers & Mountains Conservancy	1,055,193	623,722	1,784,906	729,713
Grant-LA County Flood Control District	110,940	10,676	111,360	420
Grant-SEP	790,041		2,199,183	1,409,142
Grant-Other Federal, State, County & Local Funds	2,438,534	229,094	1,658,810	(779,724)
Other-Consultant Contracts	152,430	46,234	376,939	224,509
Other-Mitigation Revenue				0
Other-Donations				
Other-Miscellaneous	142,452			(11:2,452)
<b>Subtotal-Grants and Special Projects</b>	<b>4,689,590</b>	<b>909,727</b>	<b>6,131,198</b>	<b>1,441,608</b>
<b>Expenses</b>				
<b>General Administrative Expenses</b>				
Fiscal Services Auditor-Controller	53,000	53,000	65,000	12,000
Funding Opportunities	42,000	33,000	33,000	
Legal Services	24,000	175	24,000	
Information Technologies	15,000	8,419	15,000	
Strategic Planning	12,000		10,000	
Grant Writing	10,000	5,870	8,000	
Travel	5,300	3,071	5,000	
Financial Audit Services	5,000	4,783	8,000	3,000
Insurance/Insurance Bond	3,000	5,959	6,000	3,000
Training	3,000		3,000	0
Other/Not Classified	1,500	1,500	1,500	0
Wireless Phones	1,400	1,243	750	
Personnel Services	3,500	3,136	3,500	0
Office Supplies	500	500	500	0
Postage	500	500	500	a
Printer Supplies	500	500	500	0
Equipment & Software	-	2,285	-	0
Dues & Subscriptions	800	600	600	
<b>Subtotal-General Administrative</b>	<b>181,000</b>	<b>124,541</b>	<b>154,850</b>	<b>3,850</b>
<b>Personnel</b>				
Salaries	369,935	284,479	361,167	
Benefits	104,262	85,953	118,549	14,287
Employer Taxes	41,582	25,117	40,473	
<b>Subtotal-Personnel</b>	<b>515,779</b>	<b>395,549</b>	<b>520,189</b>	<b>4,410</b>
<b>General Operational Expenses</b>				
Insurance	17,550	15,036	17,100	
Security	3,600	3,099	3,400	
Building Maintenance and Repair	30,500	10,559	30,500	0
Grounds Maintenance and Repair	5,000	13,958	10,300	5,300
Electricity	15,403	17,618	15,720	317
Propane	5,500	6,359	5,500	0
Other Utilities	3,150	3,894	3,100	
Waste Removal	5,500	4,656	4,650	
Water System Operation/Irrigation	44,521	43,166	44,000	
Property Management	10,000	8,967	11,950	1,950
Deferred Maintenance Contingency	10,941	6,040	10,992	51
Janitorial Services	7,000	21,260	8,340	1,340
Ranger Services	92,000	73,356	92,000	0
Weed Abatement	19,000	15,095	19,000	0
Property Tax		671	550	550
<b>Subtotal-General Operational</b>	<b>269,665</b>	<b>243,734</b>	<b>277,102</b>	<b>7,437</b>
<b>Grants and Special Projects Total Expense-Capital Outlay</b>				
Grant-Rivers & Mountains Conservancy	939,097	597,239	1,610,604	671,507
Grant-LA County Flood Control District	100,800	692	100,800	0
Grant-SEP	790,042	-	2,184,000	1,393,958
Grant-Other Federal, State, County & Local Funds	2,075,223	159,458	1,540,531	1534,692
Other-Consultant Contracts		3,124	18,672	18,672
Other-Mitigation Revenue				0
Other-Donations				
Other-Miscellaneous	118,864			
Carryover				
<b>Subtotal-Grants and Special Projects</b>	<b>4,024,026</b>	<b>760,513</b>	<b>5,454,607</b>	<b>1,430,581</b>
<b>Change in Net Position Before Transfers</b>		<b>(245,128)</b>	<b>1,513</b>	<b>1,513</b>
<b>Transfers In</b>		<b>245,128</b>		
<b>Transfers Out</b>				

# Enclosure B

## Enclosure B

WATERSHED CONSERVATION AUTHORITY  
EXPANDED BUDGET FISCAL YEAR 2016-2017

Item 14

	General Fund	Operational Duck Farm	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Preliminary Budget FY 2016-2017
<b>Revenues</b>										
General Administrative & Operating Revenue										
WA Contributions	35,500									35,500
Lease Revenue		109,584			84,259	38,000				231,843
Property Management Contribution		6,000	3,750	250	6,000	750	3,250			20,000
Fees-Citation			8,000		7,500					15,500
Fees- Filming					1,500					1,500
Other Miscellaneous Revenue		720			2,000					2,720
<b>Subtotal-General Administrative &amp; Operating</b>	<b>35,500</b>	<b>116,304</b>	<b>11,750</b>	<b>250</b>	<b>101,259</b>	<b>38,750</b>	<b>3,250</b>			<b>307,063</b>
Grants and Special Project Income										
Grant-Rivers & Mountains Conservancy									1,784,906	1,784,906
Grant-LA County Flood Control District									111,360	111,360
Grant-SEP									2,199,183	2,199,183
Grant-Other Federal, State, County & Local Funds									1,658,810	1,658,810
Other-Consultant Contracts									376,939	376,939
Other-Mitigation Revenue										
Other-Donations										
Other-Miscellaneous										
<b>Subtotal-Grants and Special Projects</b>									<b>6,131,198</b>	<b>6,131,198</b>
<b>Total Revenue</b>	<b>35,500</b>	<b>116,04</b>	<b>750</b>	<b>250</b>	<b>01,259</b>	<b>38,750</b>	<b>,250</b>	<b>63</b>	<b>98</b>	<b>6,438,261</b>
<b>Expenses</b>										
General Administrative Expenses										
Fiscal Services Auditor-Controller	65,000									65,000
Funding Opportunitites	33,000									33,000
Legal Services	24,000									24,000
Information Technologies	15,000									15,000
Strategic Planning	10,000									10,000
Grant Writing	8,000									8,000
Travel	5,000									5,000
Financial Audit Services	8,000									8,000
Insurance/Insurance Bond	6,000									6,000
Training	3,000									3,000
Other/Nat Classified	1,500									1,500
Wireless Phones	750									750
Personnel Services	3,500									3,500
Office Supplies	500									500
Postage	500									500
Printer Supplies	500									500
Equipment & Software										
Dues & Subscriptions	600									600
<b>Subtotal-General Administrative</b>	<b>184,850</b>									<b>184,850</b>
Personnel										
Salaries								361,167		361,167
Benefits								118,549		118,549
Employer Taxes								40,473		40,473
<b>Subtotal-Personnel</b>								<b>520,189</b>		<b>520,189</b>



# Enclosure B

## Enclosure B

### WATERSHED CONSERVATION AUTHORITY EXPANDED BUDGET FISCAL YEAR 2016-2017

Item 14

	General Fund	Operational Duck Farm	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Preliminary Budget FY 2016-2017
<b>General Operational Expenses</b>										
Insurance		3,200	1,600	100	12,000	100	100			17,100
Security		1,600			1,800					3,400
Building Maintenance and Repair		5,500			25,000					30,500
Grounds Maintenance and Repair		2,000	4,000		2,000	2,000	300			10,300
Electricity		720			15,000					15,720
Propane					5,500					5,500
Other Utilities					3,100					3,100
Waste Removal		1,800			2,850					4,650
Water System Operation/Irrigation		12,000			32,000					44,000
Property Management		3,750	2,500	250	3,750	500	1,200			11,950
Deferred Maintenance Contingency		6,557			4,435					10,992
Janitorial Services		-			8,340					8,340
Ranger Services		15,000	25,000		40,000	2,000	10,000			92,000
Weed Abatement		12,000			4,000		3,000			19,000
Property Tax		-	550		-					550
<b>Subtotal-General Operational</b>		64,127	33,650	350	159,775	4,600	14,600			277,102
<b>Grants and Special Project Total Expense-Capital Outlay</b>										
Grant-Rivers & Mountains Conservancy									1,610,604	1,610,604
Grant-LA County Flood Control District									100,800	100,800
Grant-SEP									2,184,000	2,184,000
Grant-Other Federal, State, County & Local Funds									1,540,531	1,540,531
Other-Consultant Contracts									18,672	18,672
Other-Mitigation Revenue										
Other-Donations										
Other-Miscellaneous										
<b>Subtotal-Grants and Special Projects</b>									5,454,607	5,454,607
<b>Total Expense</b>	184,850	64,127	33,650	350	159,775	4,600	14,600	520,189	5,454,607	6,436,748
<b>Change In Net Position Before Transfers</b>	(149,350)	52,177	(21,900)	(100)	(58,516)	34,150	(11,350)	(520,189)	676,592	1,514
Transfers In	149,350		21,900	100	58,516		11,350			241,216
Transfers Out		(52,177)				(34,150)		520,189	(676,592)	(242,730)
<b>Change In Net Position</b>										

# Enclosure B

## Enclosure B

### WATERSHED CONSERVATION AUTHORITY PERSONNEL BUDGET FISCAL YEAR 2016-2017

	Budget FYE 2016	Actual as of 02/29/16	Additional Projected through 6/30/16	Forecasted FYE 2016'	Budget FYE 2017*	\$ Change Budget '16 vs. Budget '17
<b>Expense Detail</b>						
Salaries	\$369,935.00	\$185,559.00	\$98,920.00	\$284,479.00	\$361,167.00	(\$8,768.00)
Benefits	\$104,262.00	\$46,618.00	\$39,335.00	\$85,953.00	\$118,549.00	\$14,287.00
Employer Taxes	\$41,582.00	\$15,908.21	\$9,208.35	\$25,116.56	\$40,473.00	(\$1,109.00)
<b><u>Personnel Subtotal</u></b>	<b>\$515,779.00</b>	<b>\$248,085.21</b>	<b>\$147,463.35</b>	<b>\$395,548.56</b>	<b>\$520,189.00</b>	<b>\$4,410.00</b>
<b>Total Expense</b>	<b>\$515,779.00</b>	<b>\$248,085.21</b>	<b>\$147,463.35</b>	<b>\$395,548.56</b>	<b>\$520,189.00</b>	<b>\$4,410.00</b>

#### Personnel Detail

		FY 15/16 Wages	FY 16/17 Wages	Hrs	Total Annual	Benefits	Employer Taxes	Total Comp
Deputy Executive Director (FT) <sup>1</sup>	Active	35.89	36.61	2080	\$ 76,152	\$ 21,204	\$ 8	\$ 105,660
Fiscal Manager (FT) <sup>1,2</sup>	Active	26.45	27.51	2080	\$ 57,217	\$ 17,500	\$ 6,294	\$ 81,011
Project Manager III (FT) <sup>5</sup>	Active	24.18	29.31	2080	\$ 60,965	\$ 18,762	\$ 6,775	\$ 86,502
Project Manager I (FT) <sup>1</sup>	Active	23.41	23.88	2080	\$ 49,665	\$ 16,373	\$ 5,548	\$ 71,585
Project Manager I (FT) <sup>1,2</sup>	Active	22.95	23.87	2080	\$ 49,645	\$ 16,370	\$ 5,546	\$ 71,561
Associate PM (FT) <sup>1</sup>	Active	17.85	18.21	2080	\$ 37,871	\$ 14,613	\$ 4,382	\$ 56,865
Admin Assistant (FT) <sup>1</sup>	Active	13.98	14.26	2080	\$ 29,653	\$ 13,728	\$ 3,624	\$ 47,005
<b>TOTAL</b>					<b>395,548</b>	<b>\$ 118,549</b>	<b>\$ 40,473</b>	<b>\$ 520,189</b>

#### Notes:

1- A 2% COLA adjustment is added to active employee salaries. Increase based on CPI U Dec 2014/15 change.

2- A 2% increase is added to the two positions that the WCA hired during FY 15/16. The employee handbook allows for a 2% increase following the introductory period of 6 months of employment upon a satisfactory employee review.

3 - Forecasted FY 2015/16 personnel expenditures less than FY 2015/16 budgeted due to timing of new hires taking place in December and January and one being hired as PMI instead of PMIII.

4 - FY15/16 and FY16/17 year over year budget change is essentially unchanged due to promotion and consideration of joining CaIPERS healthcare program being partially offset by lower base wages for current staffing than budgeted in FY15/16. 2016 is below budget; however, FY 2017 will be higher than FY2017 due to larger staff and increased benefit costs

5 - Promotion/Merit increase based on exceptional employee performance. Promotion from PM I to PM III; Position will serve managerial responsibilities and is exempt classification.

## Enclosure B

June 16, 2016 - Item 13

RESOLUTION 2016-28

### RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY APPROVING THE FINAL BUDGET FOR FY 16/17.

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action will approve the final budget for FY 16/17; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

*Therefore be it resolved that* the WCA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the WCA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. ADOPTS the staff report dated June 16, 2016.
4. APPROVES the Watershed Conservation Authority final budget for FY 16/17.

*End of Resolution —*

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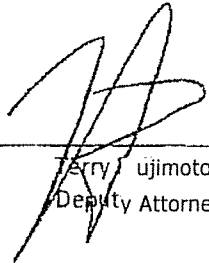
Motion Connie Sjiebl Second: Urenga, Roberto  
Ayes: 5 Nays: XX Abstentions: Q

Enclosure B

Resolution 2016-28

Passed and Adopted by the Board of the

ALIST:



Terry Fujimoto  
Deputy Attorney General



**WATERSHED  
CONSERVATION  
AUTHORITY** On June 16, 2016

Brian Mejia, Chairperson

July 25, 2016 - Item 9

RESOLUTION 2016 —14

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES  
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE  
FINAL BUDGET FOR THE WATERSHED CONSERVATION AUTHORITY FOR  
FY 2016/2017

WHEREAS, The legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District ("DISTRICT"), is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the DISTRICT to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation; and

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The RMC must approve the Watershed Conservation Authority final budget; and

WHEREAS, This action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

*Therefore be it resolved that* the RMC hereby:

1. FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.

Enclosure B

Resolution 2016-14

2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. /ADOPTS the staff report dated July 25, 2016
4. APPROVES the final budget for FY 16/17 budget for the Watershed Conservation Authority,

End of Resolution

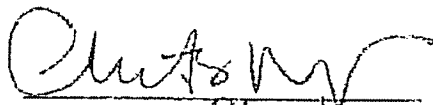
Motion \_\_\_\_\_ 6.1<sup>1</sup> 406 Second: &NI CP171

Ayes: \_\_\_\_\_ N a y s : \_ \_ \_ \_ A b s t e n t i o n s : \_\_\_\_\_

Passed and Adopted by the Board of the SAN  
GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS  
CONSERVANCY on July 25, 2016.

\_\_\_\_\_  
Frank Colonna, Chair

ALL EST:

  
\_\_\_\_\_  
Terry Rujimete v 1'S. Rujimete  
Deputy Attorney General